

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2013-29**

RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CHIEF OF POLICE TO EXECUTE A MUTUAL AID AGREEMENT WITH THE TOWN OF BAY HARBOR ISLANDS FOR MULTI-JURISDICTIONAL AND CROSS-JURISDICTIONAL DELIVERY OF POLICE SERVICES.

**WHEREAS**, it is the responsibility of the governments of the City of Coral Gables, Florida and the Town of Bay Harbor Islands, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

**WHEREAS**, to allow for routine patrol activities along common boundary roads and due to the existing and continuing possibility of the occurrence of events requiring a law enforcement response and other natural and man-made conditions which are, or are likely to be, beyond the control of the resources of the Bay Harbor Islands Police Department or the City of Coral Gables Police Department; and

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety and to preserve the lives and property of the people of the Bay Harbor Islands and the City of Coral Gables; and

**WHEREAS**, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately:

- 1) Allow for routine patrol activities along common boundary roads; and
- 2) Respond to continuing, multi-jurisdictional law enforcement problems, so as to protect public safety, and preserve the lives and property of the people; and
- 3) Respond to intensive situations, including but not limited to emergencies, as defined under Section 252.35 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

**WHEREAS**, the Town of Bay Harbor Islands and the City of Coral Gables have the authority under the Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Mutual Aid Agreement for law enforcement services which:

- 1) Allows for routine patrol activities along common boundary roads; and

- 2) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225 of the Florida Statutes, and
- 3) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes;

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** The City Manager and Chief of Police are authorized to execute a Mutual Aid Agreement for the City of Coral Gables with the Town of Bay Harbor Islands.

**SECTION 3.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS NINETEENTH DAY OF FEBRUARY, A.D., 2013.

(Moved: Kerdyk / Seconded: Quesada)

(Yeas: Cabrera, Kerdyk, Quesada, Anderson, Cason)

(Unanimous: 5-0 Vote)

(Agenda Item: C-7)

APPROVED:



JIM CASON  
MAYOR

ATTEST:



WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



CRAIG E. LEEN  
CITY ATTORNEY

**LAW ENFORCEMENT OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

**Between the Town of Bay Harbor Islands  
and the City of Coral Gables Police Departments**

**Whereas**, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

**Whereas**, the Bay Harbor Islands Police Department and the Coral Gables Police Department have the authority under Section 23.12, Florida Statutes, et seq., The Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

Now, therefore, the parties agree as follows:

**SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest demonstrations, aircraft disasters, fires, hurricanes, tornadoes or other weather-related crises, sporting events, concerts, parades, escapes from detention facilities, off duty assignments, incidents requiring utilization of specialized units and any other situation deemed appropriate by each of the aforesaid agency heads.

**SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE**

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The agency head or authorized representative in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

The agency head's decision in these matters shall be final. Communications instructions will be included in each request for mutual aid. In the absence of such instructions, communications will be conducted on a mutually agreed upon radio frequency, if not through Miami-Dade Communications Bureau.

### SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

**Conflicts:** Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then supervising officers from each agency will together determine the appropriate course of action as determined by the situation.

**Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

### SECTION IV: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

**SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

A. Employees of the Bay Harbor Islands Police Department and the Coral Gables Police Department when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

B. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above, provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.

C. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are rendering aid pursuant to this agreement.

E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and part-time employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeted jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

**SECTION VI: LIABILITY INSURANCE**

The City of Coral Gables is self-insured pursuant to Chapter 768, Florida Statutes. Bay Harbor Islands shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VII: FORFEITURE PROVISIONS

A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control, and the responsibility to maintain, the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

SECTION VIII: EFFECTIVE DATE

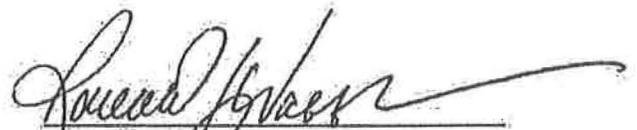
This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until Septmeber 10, 2019. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION IX: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Patrick G. Salerno  
City Manager  
City of Coral Gables  
Coral Gables, FL 33134

  
\_\_\_\_\_  
Ronald J. Wasson  
Town Manager  
Town of Bay Harbor Islands  
Bay Harbor Islands, FL 33154

\_\_\_\_\_  
Date Executed

9/19/12  
\_\_\_\_\_  
Date Executed

**ATTEST:**

\_\_\_\_\_  
Walter Foeman  
City Clerk  
City of Coral Gables  
Coral Gables, FL 33134

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

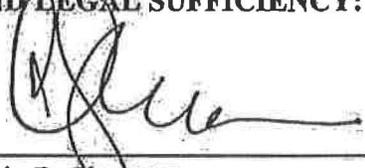
\_\_\_\_\_  
Craig E. Leen  
City Attorney  
City of Coral Gables  
Coral Gables, FL 33134

\_\_\_\_\_  
Date Signed

**ATTEST:**

  
\_\_\_\_\_  
Marlene Marante  
Town Clerk  
Town of Bay Harbor  
Bay Harbor Islands, FL 33154

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Craig B. Sherman  
Town Attorney  
Town of Bay Harbor Islands  
Bay Harbor Islands, FL 33154

9/18/12  
\_\_\_\_\_  
Date Signed

**JOINT DECLARATION OF  
THE CHIEF OF THE TOWN OF  
BAY HARBOR ISLANDS POLICE DEPARTMENT  
AND  
THE CHIEF OF THE CITY OF  
CORAL GABLES POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of the Mutual Aid Agreement, heretofore entered into by the Town of Bay Harbor Islands and the City of North Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

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Dennis Weiner  
Chief of Police  
City of Coral Gables Police Department  
Coral Gables, FL 33134

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Date Executed

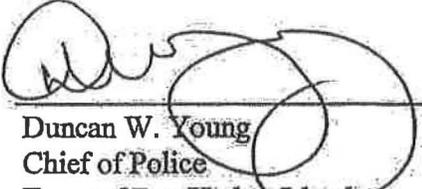
**ATTEST:**

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Walter Foeman  
City Clerk  
City of Coral Gables  
Coral Gables, FL 33134

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Date Executed



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Duncan W. Young  
Chief of Police  
Town of Bay Harbor Islands  
Police Department  
Bay Harbor Islands, FL 33154

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9/17/12  
Date Executed

**ATTEST:**



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Marlene Marante  
Town Clerk  
Town of Bay Harbor Islands  
Bay Harbor Islands, FL 33154

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9/17/12  
Date Executed